

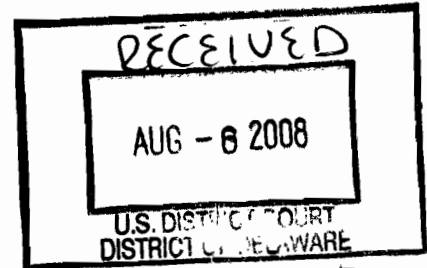
IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

James Coppedge
Plaintiff

Vs.

SAUL EWING ESQUIRES, et al.,
DEFENDANTS

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)
) Civ. No. 08-289-GMS
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)
)
)
)
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AFFIDAVIT

OF BREACH OF PERFORMANCE DUTY AND OBLIGATION

To The Clerk of Court;

THE HONORABLE JUDGE B.M. STEEL

Dear JUDGE STEELE:

With all do respect to the Court and to my Government, the Court has failed to perform its Admiralty Maritime duties. In my stated claim against the DEFENDANTS my intent was not to prosecute the defendants until they settle the outstanding debts, .If prosecution is deemed necessary, I leave the ultimate decision to the Supreme Court or to Congress if this court does not correct its error. I ORDERED the U.S. District Court of Delaware to do three things to make me whole; namely:

1). ORDER THE DEFENDANTS TO CEASE AND DESIST HARRASSMENT
AND FRAUD AGAINST THE SECURED PARTY,

2). RESCHEDULE THE ARBITRATION FOR SETTLEMENT HEARING for the Monetary Judgments against them, and

3). ORDER THE MONETARY JUDGMENTS TO BE PAID because the Contracts are Irrevocable Contracts PURSUANT TO TITLE 9 U.S.C.

1,2,4,13,201,203,204,301,303,304,306 as agreed in all the affidavits and certificates of non response.

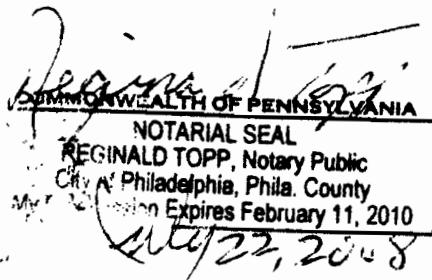
This Court has chosen to take a different path rather than exercise its powers of caring out Admiralty Maritime Authority as they are required under title 28 sections 1331,1332 & 1333. The Court has breached its duty and its obligation to enforce the law of Admiralty Contracts. Therefore, the Court could be held liable if the matter is not corrected.

The ALL CAPITAL LETTER **JAMES COPPEDGE/** as stated on the ORDER is not correct. I am not the ALL CAPITAL LETTER **JAMES COPPEDGE**, nor a artificial entity, I am the Upper and Lowercase **James Coppedge/**, **flesh and blood Natural Person and non-surety real party in interest** , is also a Secured Party as stated in my Certified Copy of my UCC 1 which you have on file. The two names must remain unequally yoked (2 Cor. 6:14).

The reference cited in the order: "*Rowland v. California Men's Colony, 506 U.S. 194, 201-02 (1993); James v. Daley and Lewis 406 F. Supp. 645, 648 (D. Del. 1976)*" were referring to Artificial Entities and not Secured Parties. Therefore, the ORDERS concerning the cases attached are canceled: namely, Civ. No. 08-289-GMS, Civ. No. 07-763-GMS, Civ. No. 07-846-GMS, and Civ. No. 07-684-GMS. Due to the following **Grounds** the plaintiff cannot criminal prosecute the CITY OF PHILADELPHIA that is a

4). If the Contracts are not enforced, the Court is responsible for a Monetary
Judgments of \$100,000.00 U.S. Dollars owed to the Secured Party for its
breach of performance to enforce the contracts against the
DEFENDANTS not limited to the ten million dollars owed by the CITY
OF PHILADELPHIA under title 42 section 1981 (b) rights to make and enforce contract.


James Coppedge,



corporation as is SAUL EWING corporations cannot be criminally prosecuted. The court owes a obligation to enforce the monetary judgment in the amount of 10 million against the CITY and one hundred thousand on all of the esquires under title 9 USC Admiralty Maritime rules. The courts have not carried out these most important issues are evident in the court issuing a teleconference which itself has not been carried out to the letter.

IRREVOCABLE DEFAULT STIPULATION

The Court has seventy two (72) hours to rebut this Affidavit or agree by silence to the following:

- 1). Mutually agrees that the Court has failed to carry out its obligation of enforcing the Non-Responses and Monetary Judgments against the DEFENDANTS and agrees to enforce the contracts via another administrator of justice who will not be in breach of title 28 sections i, ii, iii. The current administrator of justice will recuse himself if he fails to carryout the enforcement of the Maritime contracts which the duty lies on him to perform.
- 2). Mutually agrees The COPPEDGE REAL ESTATE LLC has a contract which transfers All rights to collect on any judgments to James Coppedge on its behalf in which the court will honor without interference.
- 3). Mutually agree that the Court is NOT authorized to cancel any contracts between the plaintiff and all the defendants or issue any opinion on the subject.

James Coppedge
251 N. Dupont Highway
PMB #120
Dover, Delaware [19904]
Phone # 215-913-1485

Accepted for Filing in:
Kent County
Doc# 128469
On: Jul 29, 2008 at 08:27A

LC-03-046.02-07-26.00/000

Subject:

TRANSFER OF PROPERTY RIGHTS
Unlimited Attorney in Fact from
Coppedge Real Estate, LLC, the DEBTOR
To
James Coppedge Secured Party



70 2008 00128469

Kent County
Betty Lou McKenna
Recorder of Deeds
Dover, DE 19901

Instrument Number: 2008-128469

Recorded On: July 29, 2008

As- Miscellaneous Without Notation

Parties: COPPEDGE REAL ESTATE LLC

To COPPEDGE JAMES

of Pages: 4

Comment:

****DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT****

| | |
|--------------------------------|-------|
| Miscellaneous Without Notation | 34.00 |
| # of Pages | 3 |
| | 0 |
| Total: | 34.00 |

I hereby certify that the within and foregoing was recorded in the Recorder's Office in Kent County,

****DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT****

File Information:

Record and Return To:

Document Number: 2008-128469
Receipt Number: 209970
Recorded Date/Time: July 29, 2008 08:27:34A
Book-Vol/Pg: BK-RE VL-4579 PG-308
User / Station: C Yerkes - Cashier 4

JAMES COPPEDGE
251 N DUPONT HIGHWAY
PMB #120
DOVER DE 19904



THIS IS CERTIFIED TO BE A TRUE & CORRECT COPY
OF THE RECORDS OF THE KENT COUNTY DELAWARE
RECORDER OF DEED. BY cy DATE 8-29-08

Betty Lou McKenna

**TRANSFER OF PROPERTY RIGHTS
UNLIMITED ATTORNEY IN FACT**

Know All Men by These Presents: That COPPEDGE RESTATE LL, the Debtor, corporate entity, and leg'ens is, 'the undersigned hereby make, constitute and appoints and transfers all rights to James Coppedge herein, the flesh and blood man, a living soul, the Secured Party/Creditor as my true and lawfully Attorney-in-fact for me and in my corporate capacity (LLC), place and stead and for my personal and commercial use and benefit:

1. To ask, demand, request, file, sue, recover, register, collect and receive each and every sum of money, credit, account legacy, bequest interest, dividend, annuity and demand (which now is or hereafter shall become due, owing or payable or dischargeable) belonging to or accepted or claimed by me. or presented to the **COPPEDGE RESTATE LLC**, (a corporate entity) and to use and take any lawful and/or commercial means necessary for the recovery thereof by legal or commercial process or otherwise, and to execute and deliver or receive a satisfaction or release therefore, together with the right and power to settle, compromise, compound and or discharge any claim or initiate any administrative claim for damages or make any necessary demands;

2. To exercise any or al of the following powers as to all kinds of personal property, private property and any property, goods, wares and merchandise, chooses in action and other property in possession or where a security interest is established and to or in other actions;

3. To secure by private registration the interest, or the security interest in any or all property where necessary, to accept for value and to discharge any and all debts for fine, fee, or tax where necessary, to cause the commercial adjustment of any such account held open against the **DEBTOR-** ; to use where necessary any Sight Drafts/Money Orders, Bills of Exchange to finalize any of the above in my behalf,

**4. NO JUDGE OR JURY CAN TERMINATE THIS AGREEMENT FOR
IT WILL BE TORTIOUS INTERFERENCE**

5. To request, retrieve, file, submit, or otherwise, any papers in my behalf for any matter whether commercial, quasi-judicial, administrative, or otherwise and to sign my legal corporate name as my act and deed, to execute and deliver same for any redress or remedy, claim, suit or otherwise..

GIVING AND GRANTING, unto my said Attorney-in-fact full power and authority to do and perform all and every act and thing whatsoever requisite in the place of COPPEDGE RESTATE LLC, necessary or appropriated to be done in and about all matters as fully to all intents and purposes as I might or could do if I was personally present, and hereby ratifying all that my Attorney-in-fact shall lawfully do or cause to be done by virtue of these presents all and any suits in maritime or admiralty cases with the captions with **COPPEDGE RESTATE LLC IS NOW AND FOREVER James Coppedge**

SUI SPONTE COPPEDGE RESTATE LL FORFEITS ALL CLAIMS TO James Coppedge.

The powers and authority hereby conferred upon my said Attorney-in-fact shall be applicable to all real and private property, personal property or interest therein now owned or hereinafter acquired by me as the 'ENS LEGIS/LLC and wherever situate, and as evidenced by a filed security interest.

My said Attorney-in-fact: James Coppedge is empowered hereby to determine in his sole discretion the time, purpose for and manner in which any power herein conferred upon him shall be exercised, and the conditions, provisions and covenants of any instrument(s) or document(s) which may be executed by him pursuant hereto; and, in the acquisition or distribution of real, personal or private property, my said Attorney-in-fact shall have exclusive power to fix the terms or amounts thereof for cash, funds, credit and/or affecting all property, including rights, titles, interest to same and if on/for credit with or without security.

This contract is not subject to any civil procedure in any STATE and s not limited to Power of attorney public laws.

WITNESS my hand this 22nd day of July, 2008

[Signature] A.D. 4003-4198 *[Signature]* COPPEDGE RESTATE LLC
[Signature] (27) ISI COPPEDGE RESTATE LLC
 (35) COPPEDGE RESTATE LLC

PHILADELPHIA COUNTY 1-202)

PENNSYLVANIA STATE

SS.

On July 22nd, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared James Coppedge, known to me to be the man whose name subscribed to the within instrument.

(Seal)

[Signature]
 Notary Public in and for said State

My commission expires

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
 REGINALD TOPP, Notary Public
 City of Philadelphia, Phila. County
 My Commission Expires February 11, 2010

SUI SPONTE COPPEDGE RESTATE LL FORFEITS ALL CLAIMS TO James Coppedge.

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PENNSYLVANIA STATE) SS.

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(Seal)

Reginald Loff
Notary Public in and for sa

My commission expires _____

COMMISSIONER OF HEALTH OF PENNSYLVANIA

NOTARIAL SEAL
REGINALD TOPP, Notary Public
City of Philadelphia, Phila. County
My Commission Expires February 11, 2010

**TRANSFER OF PROPERTY RIGHTS
UNLIMITED ATTORNEY IN FACT**

Know All Men by These Presents: That COPPEDGE RESTATE LL, the Debtor, corporate entity, and leg'ens is, 'the undersigned hereby make, constitute and appoints and transfers all rights to James Coppedge herein, the flesh and blood man, a living soul, the Secured Party/Creditor as my true and lawfully Attorney-in-fact for me and in my corporate capacity (LLC), place and stead and for my personal and commercial use and benefit:

1. To ask, demand, request, file, sue, recover, register, collect and receive each and every sum of money, credit, account legacy, bequest interest, dividend, annuity and demand (which now is or hereafter shall become due, owing or payable or dischargeable) belonging to or accepted or claimed by me, or presented to the **COPPEDGE RESTATE LLC**, (a corporate entity) and to use and take any lawful and/or commercial means necessary for the recovery thereof by legal or commercial process or otherwise, and to execute and deliver or receive a satisfaction or release therefore, together with the right and power to settle, compromise, compound and or discharge any claim or initiate any administrative claim for damages or make any necessary demands;

2. To exercise any or al of the following powers as to all kinds of personal property, private property and any property, goods, wares and merchandise, chooses in action and other property in possession or where a security interest is established and to or in other actions;

3. To secure by private registration the interest, or the security interest in any or all property where necessary, to accept for value and to discharge any and all debts for fine, fee, or tax where necessary, to cause the commercial adjustment of any such account held open against the **DEBTOR-**; to use where necessary any Sight Drafts/Money Orders, Bills of Exchange to finalize any of the above in my behalf,

**4. NO JUDGE OR JURY CAN TERMINATE THIS AGREEMENT FOR
IT WILL BE TORTIOUS INTERFERENCE**

5. To request, retrieve, file, submit, or otherwise, any papers in my behalf for any matter whether commercial, quasi-judicial, administrative, or otherwise and to sign my legal corporate name as my act and deed, to execute and deliver same for any redress or remedy, claim, suit or otherwise..

GIVING AND GRANTING, unto my said Attorney-in-fact full power and authority to do and perform all and every act and thing whatsoever requisite in the place of COPPEDGE RESTATE LLC, necessary or appropriated to be done in and about all matters as fully to all intents and purposes as I might or could do if I was personally present, and hereby ratifying all that my Attorney-in-fact shall lawfully do or cause to be done by virtue of these presents all and any suits in maritime or admiralty cases with the captions with **COPPEDGE RESTATE LLC IS NOW AND FOREVER James Coppedge**

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

JAMES COPPEDGE ON BEHALF OF
COPPEDGE REAL ESTATE, LLC,

Plaintiff,

v.

GERALD D. LETHERMAN,

Defendant.

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) Civ. No. 07-763-GMS
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ORDER

At Wilmington this 8th day of July 2008, having reviewed the complaint,

IT IS ORDERED that, on or before August 7, 2008, the plaintiff Coppedge Real Estate,

LLC shall retain counsel, as a corporation or other artificial entity cannot represent itself. See

Rowland v. California Men's Colony, 506 U.S. 194, 201-02 (1993); *James v. Daley and Lewis*,

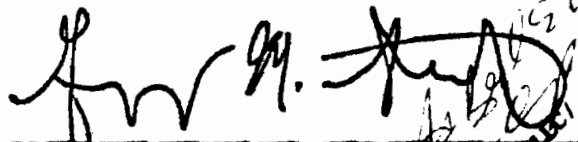
406 F. Supp. 645, 648 (D. Del. 1976). According to Pennsylvania Department of State

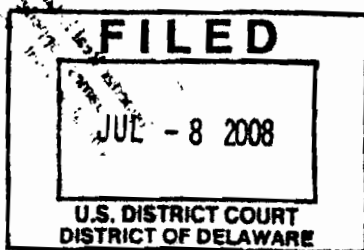
corporations records, Coppedge Real Estate, LLC is an active limited liability company.

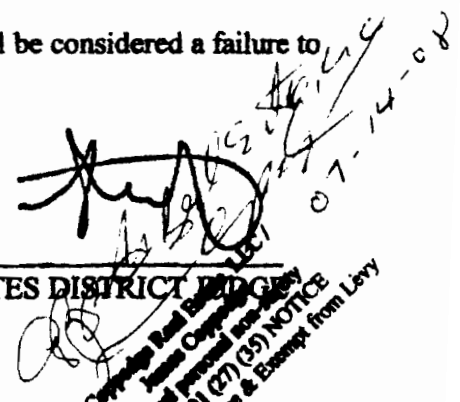
Additionally, James Coppedge, a non-lawyer may not appear on behalf of, or represent,

Coppedge Real Estate, LLC. See *Van De Berg v. C.I.R.*, 175 Fed. Appx. 538, 541 (3d Cir. 2006).

Failure of Coppedge Real Estate, LLC to comply with this order shall be considered a failure to
prosecute and its claims shall be dismissed.


CHIEF, UNITED STATES DISTRICT JUDGE




Coppedge Real Estate, LLC
James Coppedge
Noted Personal non-appeal
UOC 1-20 (27) (35) NOTICE
Accepted for Value & Exempt from Levy

10

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

JAMES COPPEDGE ON BEHALF OF)
COPPEDGE REAL ESTATE, LLC,)

Plaintiff,)

v.)

Civ. No. 08-289-GMS

SAUL EWING ESQUIRE, et al.,)

Defendants.)

ORDER

At Wilmington this ^{8th} day of July, 2008, having reviewed the complaint,

IT IS ORDERED that, on or before August 7, 2008, the plaintiff Coppedge Real Estate,

LLC shall retain counsel, as a corporation or other artificial entity cannot represent itself. See

Rowland v. California Men's Colony, 506 U.S. 194, 201 (1993); *James v. Daley and Lewis*,

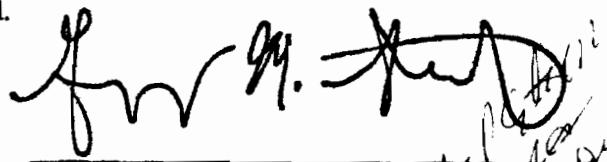
406 F. Supp. 645, 648 (D. Del. 1976). According to Pennsylvania Department of State

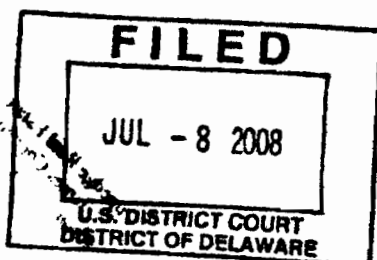
corporations records, Coppedge Real Estate, LLC is an active limited liability company.

Additionally, James Coppedge, a non-lawyer may not appear on behalf of, or represent,

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Failure of Coppedge Real Estate, LLC to comply with this order shall be considered a failure to
prosecute and its claims shall be dismissed.


CHIEF, UNITED STATES DISTRICT JUDGE



CANCELLED
07-14-08
010
Coppedge Real Estate, LLC
James Coppedge
Noted personal non-appearing
UCC 1-201 (27) (35) NOTICE
Accepted for Value & Exempt from Levy

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

COPPEDGE REAL ESTATE, LLC,

Plaintiff,

v.

DAVID YURKIE,

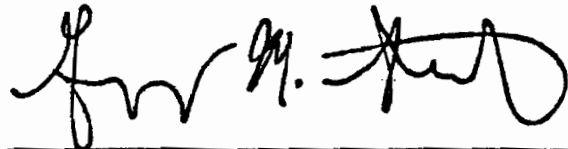
Defendant.

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) Civ. No. 07-846-GMS
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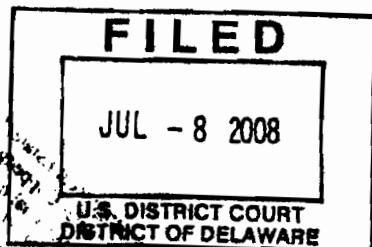
ORDER

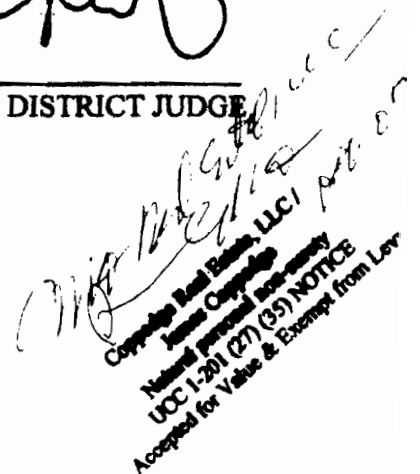
At Wilmington this 8th day of July, 2008, having reviewed the complaint,

IT IS ORDERED that, on or before August 7, 2008, the plaintiff Coppedge Real Estate, LLC shall retain counsel, as a corporation or other artificial entity cannot represent itself. See *Rowland v. California Men's Colony*, 506 U.S. 194, 201-02 (1993); *James v. Daley and Lewis*, 406 F. Supp. 645, 648 (D. Del. 1976). According to Pennsylvania Department of State corporations records, Coppedge Real Estate, LLC is an active limited liability company. Additionally, James Coppedge, a non-lawyer may not appear on behalf of, or represent, Coppedge Real Estate, LLC. See *Van De Berg v. C.I.R.*, 175 Fed. Appx. 538, 541 (3d Cir. 2006). Failure of Coppedge Real Estate, LLC to comply with this order shall be considered a failure to prosecute and its claims shall be dismissed.



CHIEF, UNITED STATES DISTRICT JUDGE





James Coppedge, LLC
Noted personal non-levy
UCC 1-201 (27) (35) NOTICE
Accepted for Value & Exempt from Lev

J. Coppage
3742 W. 18 St
Philadelphia, Pennsylvania
[19140]

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE
CERTIFIED MAIL₁₀₀



7004 2510 0004 7620 6358



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19801



U.S. POSTAGE
PAID
PHILADELPHIA, PA
19140
AUG 05 08
AMOUNT

\$5.49

00043832-12

Clerk - U.S. District Court of DE
Lock Box 18
844 Kings St
Wilmington, DE 19801

**RETURN RECEIPT
REQUESTED**

198013519 0012

